



Registration of a Charge

Company name: **INGENIOUS MEDIA HOLDINGS PLC**

Company number: **06525088**



X3BJ5F81

Received for Electronic Filing: **06/07/2014**

Details of Charge

Date of creation: **30/06/2014**

Charge code: **0652 5088 0003**

Persons entitled: **SANTANDER UK PLC**

Brief description:

Contains fixed charge(s).

Contains negative pledge.

Authentication of Form

This form was authorised by: **a person with an interest in the registration of the charge.**

Authentication of Instrument

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S.859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **OSBORNE CLARKE**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 6525088

Charge code: 0652 5088 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 30th June 2014 and created by INGENIOUS MEDIA HOLDINGS PLC was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 6th July 2014 .

Given at Companies House, Cardiff on 7th July 2014

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

I certify that, save for material redacted, pursuant to section 859G of the Companies Act 2006, this copy instrument is a correct copy instrument of the original instrument.

Dated: 6 July 2014

Signed: Osborne Clarke

Osborne Clarke, One London Wall, EC2Y 5EB.

Charge over Account

(1) Santander UK plc

and

(2) Ingenious Media Holdings PLC

Dated 30 JUNE 2014

Osborne Clarke

This Charge is made on

30 JUNE

2014

Between:

- (1) **Ingenious Media Holdings PLC** (registered in England and Wales under company number 06525088 the registered office of which is at 15 Golden Square, London W1F 9JG (the "**Borrower**")); and
- (2) **Santander UK plc** (registered in England and Wales under company number 02294747) the registered office of which is at 2 Triton Square, London NW1 3AN (the "**Bank**").

Background

The Borrower has agreed to enter into this Charge for the purpose of providing security to the Bank for the Secured Liabilities.

It is agreed as follows:

1. Definitions and interpretation

1.1 Definitions

In this Charge the following expressions have the following definitions shall apply:

"Accounts" means the latest annual (if consolidated, then consolidated) audited profit and loss account and audited balance sheet of the Borrower and its Subsidiaries (if any) available from time to time.

"Business Day" means any day other than a Saturday, a Sunday, Christmas Day, Good Friday or a day which is a bank holiday in any part of the United Kingdom.

"Cash Deposit" means all sums from time to time standing to the credit of the Deposit Account, all interest on such sums and all other amounts of whatsoever nature deriving directly or indirectly from such sums.

"Default Rate" means the default rate of interest set out in clause 9 of the Credit Agreement.

"Deposit Account" means the interest bearing deposit account with the Bank (sort code 09-07-15), designated as "Santander RE: Ingenious Media Holdings PLC" account number 00014143 or such other account as the Bank may in its discretion require, as such account may be redesignated or renumbered from time to time.

"Exchange Rate" means the prevailing spot rate of exchange of the Bank (as conclusively determined by the Bank) at or around 11 a.m. on the date on which any conversion of currency is to be effected pursuant to this Charge.

"Group" means the Borrower and its Subsidiaries (if any) from time to time.

"Insolvency Act" means the Insolvency Act 1986.

"Material Adverse Effect" means, in relation to any person, a material adverse effect on any one or more of that person's:

- (a) financial condition;
- (b) business/operations; and
- (c) ability to comply with any obligations under this Charge.

"Original Accounts" means the Accounts for the Borrower's financial year ended 5 April 2013.

"Permitted Security Interest" means the security constituted by this Charge.

"Relevant Jurisdiction" in respect of any person means the jurisdiction in which such person is incorporated or, if different, has its principal place of business.

"Secured Liabilities" means all moneys, debts and liabilities from time to time due, owing or incurred by the Borrower to the Bank on any current or other account whatsoever or otherwise in any manner whatsoever, in each case:

- (a) whether present or future;
- (b) whether alone or jointly with any other person;
- (c) whether actual or contingent;
- (d) whether as principal or as surety;
- (e) in whatsoever name, firm or style;
- (f) in whatsoever currency denominated; or
- (g) otherwise,

including, without limitation, all liabilities in connection with foreign exchange transactions, accepting, endorsing or discounting notes or bills, under bonds, guarantees, indemnities, documentary or other credits or any instruments from time to time entered into by the Bank for or at the request of the Borrower together with interest to the date of payment at such rates and upon such terms as may from time to time be agreed and all commission, fees, costs and other charges (including, without limitation, legal fees) on a full indemnity basis.

"Security Interest" means any mortgage, charge, assignment, pledge, lien, right of set-off, hypothecation, encumbrance, priority or other security interest (whether fixed or floating) including, without limitation, any **"hold-back"** or **"flawed asset"** arrangement together with any preferential right, retention of title, deferred purchase, leasing, sale or purchase, sale and leaseback arrangement, trust agreement, declaration of trust, trust arising by operation of law, any option or agreement for any of the same or any arrangement which has substantially the same commercial or substantive effect as the creation of security.

"Subsidiary" bears the same meaning as that contained in Section 1159 of the Companies Act 2006.

"Taxes" means all present and future taxes, levies, duties, charges, assessments, deductions or withholdings whatsoever, including any interest thereon, and any penalties and fines with respect thereto, wherever imposed, levied, collected or withheld pursuant to any regulation having the force of law and **"Taxation"** shall be construed accordingly.

1.2 **Interpretation**

- (a) In this Charge:
 - (i) the Contents page and clause headings are included for convenience only and do not affect the construction of this Charge;
 - (ii) words denoting the singular include the plural and vice versa; and
 - (iii) words denoting one gender include each gender and all genders.

(b) In this Charge, unless the context otherwise requires, references to:

- (i) persons include references to natural persons, firms, partnerships, companies, corporations, associations, organisations and trusts (in each case whether or not having a separate legal personality);
- (ii) documents, instruments and agreements (including, without limitation, this Charge and any document referred to in this Charge) are references to such documents, instruments and agreements as modified, amended, varied, supplemented or novated from time to time;
- (iii) receivers are references to receivers of whatsoever nature including, without limitation, receivers and managers and administrative receivers;
- (iv) the term the "**Bank**" includes, where the context so admits, references to any delegate of any such person;
- (v) a party to this Charge include references to its successors, transferees and assigns;
- (vi) recitals and clauses are references to recitals to this Charge and clauses of this Charge;
- (vii) statutory provisions (where the context so admits and unless otherwise expressly provided) are construed as references to those provisions as respectively amended, consolidated, extended or re-enacted from time to time, and to any orders regulations instruments or other subordinate legislation made under the relevant statute; and
- (viii) a time of day is a reference to London time.

2. Covenant to pay

The Borrower shall on demand pay to the Bank or discharge, as the case may be, all the Secured Liabilities when the Secured Liabilities become due.

3. Interest

The Borrower shall pay to the Bank interest on the Secured Liabilities (after as well as before any demand made or judgment obtained or the liquidation or administration of the Borrower) at the Default Rate upon such days as the Bank may from time to time determine and such interest shall be compounded in the event of it not being punctually paid with quarterly rests in accordance with the usual practice of the Bank but without prejudice to the right of the Bank to require payment of such interest when due.

4. Security

4.1 By way of continuing security in favour of the Bank for the payment and discharge of the Secured Liabilities, the Borrower with full title guarantee hereby charges to the Bank by way of first fixed charge, all the Borrower's rights, title, interest and benefit in the Cash Deposit.

4.2 The Borrower releases the Cash Deposit to the Bank and grants to the Bank entire control over the operation of the Deposit Account until the security constituted by this Charge is released by the Bank, and accordingly, until the security constituted by this Charge is released by the Bank, the Borrower shall not be entitled to withdraw the whole or any part of the Cash Deposit and shall not take any action, claim or proceeding against the Bank or any other party for the return or payment to any person of the whole or any part of the Cash Deposit.

5. **Further assurance**

The Borrower shall:

- 5.1 forthwith, at any time if so required by the Bank, at its own expense execute and deliver to the Bank such further legal or other mortgages, charges, assignments, securities, authorities and documents as the Bank may in its discretion require of the whole or such part of the Cash Deposit as the Bank may specify, in such form as the Bank may in its discretion require, to secure the payment or discharge of the Secured Liabilities, including, without limitation, in order to vest the whole or such part of the Cash Deposit in the Bank, the nominee of the Bank or in any purchaser from the Bank;
- 5.2 pending the execution and delivery of any such assignments, hold such Cash Deposit upon trust for the Bank subject to the provisions of this Charge; and
- 5.3 pending the execution and delivery of any such mortgages, charges, or other security, hold such Cash Deposit subject to the provisions of this Charge.

6. **Negative pledge**

The Borrower shall not:

- 6.1 create, purport to create or allow to subsist, any Security Interest over the whole or any part of the Cash Deposit except for any Permitted Security Interest;
- 6.2 convey, assign, transfer, or agree to convey, assign or transfer the whole or any part of the Cash Deposit;
- 6.3 permit or agree to any variation of the rights attaching to the whole or any part of the Cash Deposit; or
- 6.4 do, cause or permit to be done anything which may in the opinion of the Bank, in any way depreciate, jeopardise or otherwise prejudice the value to the Bank (whether monetary or otherwise) of the whole or any part of the Cash Deposit.

7. **The Deposit Account**

- 7.1 The Borrower shall open and maintain the Deposit Account.
- 7.2 The Borrower shall not withdraw from the Deposit Account all or any of the Cash Deposit.

8. **Representations and warranties**

- 8.1 The Borrower represents and warrants to the Bank that:

(a) **Status**

it has the power to own and grant security as contemplated in this Deed over its assets.

(b) **Powers**

it has power to enter into this Charge to exercise its rights and perform its obligations hereunder, and has taken all necessary corporate and other action to authorise the execution, delivery and performance of this Charge and any other documents referred to herein;

(c) **Authorisations**

all acts, conditions, authorisations and other things required to be done, fulfilled and performed by it in order:

- (i) to enable it lawfully to enter into, exercise its rights under and perform and comply with the obligations expressed to be assumed by it in this Charge;
- (ii) to ensure that the obligations expressed to be assumed by it in this Charge are legal, valid and binding; and
- (iii) to make this Charge admissible in evidence in the Relevant Jurisdiction

have been done, fulfilled and performed and are in full force and effect;

(d) ***No filing***

under the laws of the Relevant Jurisdiction in force at the date hereof, it is not necessary that this Charge be filed, recorded or enrolled with any court or other authority in the Relevant Jurisdiction or that any stamp, registration or similar tax be paid on or in relation to this Charge (or where it is so required, this Charge has been so filed, recorded or enrolled or such stamp, registration or other tax has been paid);

(e) ***Legal validity***

the obligations expressed to be assumed by it in this Charge are legal and valid obligations binding on it in accordance with this Charge;

(f) ***Insolvency***

neither it nor any other member of the Group has taken any corporate action nor have any other steps been taken or legal proceedings been started or threatened against it or any other member of the Group for its winding-up, dissolution or re-organisation or for the appointment of a receiver, administrator, administrative receiver, trustee or similar officer of it or of any or all of its revenues or assets;

(g) ***No default***

no event of default is outstanding or might result from the execution and performance of this Charge, nor is any other event outstanding which constitutes (or, with the giving of notice, lapse of time, determination of materiality or the fulfilment of any other applicable condition or any combination of the foregoing, might constitute) a default under any document which is binding on it or any other member of the Group, or on any of its revenues or assets or of any other member of the Group, to an extent or in a manner which might have a Material Adverse Effect in relation to it or any other member of the Group;

(h) ***Non-conflict***

it does not require the consent, approval or authority of any other person to enter into or perform its obligations under this Charge and its entry into and performance of, and the transactions contemplated by, this Charge will not:

- (i) constitute any breach of, or default under, any contractual, governmental or public obligation binding upon it;
- (ii) conflict with its constitutional documents; nor
- (iii) result in the creation or imposition of (or enforceability of) any Security Interest over the whole or any part of its undertaking or assets of the Borrower pursuant to the provisions of any agreement or document other than this Charge;

(i) **No deduction**

it will not be required to make any deduction or withholding from any payment it may make under this Charge;

(j) **Litigation**

no action, arbitration or administrative proceeding of or before any court, tribunal or agency is current, pending or threatened which might, if adversely determined have a Material Adverse Effect in relation to it or any other member of the Group;

(k) **Original Accounts**

the Original Accounts were prepared in accordance with accounting principles and practices generally accepted in England and Wales and consistently applied and present fairly and accurately (in conjunction with the notes thereto) the financial condition of it and (if consolidated accounts) each other member of the Group at the date to which they were drawn up and the results of its operations during the financial year then ended;

(l) **No change from date of Original Accounts**

since publication of the Original Accounts, there has been no material adverse change in the business or financial condition of it or any other member of the Group;

(m) **No undisclosed liabilities**

as at the date as of which the Original Accounts were prepared neither it nor any other member of the Group had any liabilities (contingent or otherwise) which were not disclosed thereby (or by the notes thereto, or reserved against therein) nor any unrealised or anticipated losses arising from commitments entered into by it or by any other member of the Group which were not so disclosed or reserved against;

(n) **No undisclosed Security Interest**

save as disclosed to the Bank in writing before the date of this Charge, no Security Interest exists over all or any of the present or future revenues or assets of it or of any other member of the Group;

(o) **Future Security Interest**

except as contemplated by this Charge, the execution of this Charge by it and its exercise of the rights and performance of its obligations hereunder will not result in the existence of or oblige any other member of the Group to create any Security Interest over all or any of its present or future revenues or assets;

(p) **Other information**

save for the Original Accounts (as to which a representation is made in clause 8.1(k) (*Original Accounts*)), all of the written information supplied by or on behalf of the Borrower to the Bank is true, complete and accurate in all material respects;

(q) **Other circumstances**

it is not aware of any facts or circumstances that have not been disclosed to the Bank which might have a Material Adverse Effect in relation to it;

(r) **Ownership of the Cash Deposit**

it is absolutely, solely and beneficially entitled to all the Cash Deposit as from the date it or any part of it falls to be charged under this Charge and the rights of the Borrower in respect of the Cash Deposit are free from any Security Interest of any kind other than a Permitted Security Interest; or

(s) ***No disposal***

it has not sold or agreed to sell or otherwise disposed of, or agreed to dispose of, the benefit of all or any of the Borrower's right, title and interest in and to the Cash Deposit.

- 8.2 The representations and warranties set forth in this clause are given and made on and as of the date of this Charge, shall survive the execution of this Charge and other than the representation in clause 8.1.16 (Representations and warranties - Other information) are continuing representations and warranties which are deemed to be repeated during the continuance of the security constituted by this Charge.

9. ***Undertakings***

The Borrower gives each of the undertakings contained in this clause to the Bank.

9.1 ***Duration***

The undertakings in this clause shall remain in force during the continuance of the security constituted by this Charge.

9.2 ***To comply with statutes***

The Borrower shall comply with all requirements and all obligations under any statute and all byelaws and regulations relating to the whole or any part of the Cash Deposit.

9.3 ***Business***

The Borrower shall carry on its business in a proper and efficient manner and, except with the prior written consent of the Bank, shall not make any alteration in the nature or mode of conduct of such business (whether by acquisition or otherwise).

9.4 ***Books of account***

The Borrower shall:

- (a) keep, or cause to be kept, proper books of account relating to the business of the Borrower; and
- (b) keep such books of account, and all other documents relating to the affairs of the Borrower, at the Borrower's registered office.

9.5 ***To provide information***

The Borrower shall furnish to the Bank forthwith on demand by the Bank such information and supply such documents or papers relating to the Cash Deposit from time to time as the Bank may in its discretion require.

9.6 ***Access and information***

The Borrower shall:

- (a) upon prior written notice, permit the Bank, its representatives and agents free access at all reasonable times to examine and take copies and extracts from the records, books of account and statutory books of the Borrower;

- (b) furnish the Bank with all additional information which the Bank may in its discretion require in connection with such examination; and
- (c) co-operate and comply with all reasonable requests relating to such examination.

10. **Costs undertaking**

The Borrower shall on demand pay to the Bank and discharge all costs payable by it pursuant to this Charge on a full and unlimited indemnity basis, together with interest at the Default Rate calculated in accordance with clause 3 (Interest) from the date the relevant Cost was expended, incurred or suffered (whichever is the earlier) by the Bank until full discharge of such Cost.

11. **Default**

11.1 **Enforcement**

This Charge will become enforceable:

- (a) on the making of a demand pursuant to clause 2 (*Covenant to pay*);
- (b) if the Borrower requests the Bank to appoint a receiver over the whole or any part of its undertaking or assets;
- (c) or there is a breach of this Charge.

11.2 **Consequences of default**

On and at any time after the making of a demand pursuant to clause 2 (*Covenant to pay*), the Bank in its absolute discretion may by written notice to the Borrower:

- (a) declare the Secured Liabilities to be immediately due and payable, together with all accrued interest thereon and any other sums then owed by the Borrower under this Charge and, upon that declaration, such sums shall become immediately due and payable without demand or notice of any kind, all of which are hereby expressly waived by the Borrower; or
- (b) declare the Secured Liabilities to be due and payable on demand of the Bank; and/or
- (c) declare the security constituted by this Charge to be enforceable.

11.3 **Application of Cash Deposit**

At any time after a demand has been made pursuant to clause 2 (*Covenant to pay*) the Bank may deal with the proceeds of the Cash Deposit in such manner as it in its discretion thinks fit.

11.4 **Financial Collateral**

- (a) To the extent that the Cash Deposit constitutes Financial Collateral (as defined in the Financial Collateral Arrangements (No. 2) Regulations 2003 (S.I. 2003 No. 3226) (hereinafter "the Financial Collateral Regulations")) and is subject to a Security Financial Collateral Arrangement (as defined in the Financial Collateral Regulations) created by or pursuant to this Charge, the Bank shall have the right, at any time, to appropriate the Cash Deposit in or towards the payment or discharge of all monies hereby agreed to be paid. The value of the Deposit appropriated in accordance with this Clause 11.4 (*Financial Collateral*) shall be the amount standing to the credit of the Deposit Account, together with any accrued but unpaid interest, at the time the right of appropriation is exercised.

- (b) To the extent that the Cash Deposit constitutes Financial Collateral (as defined in the Financial Collateral Regulations), the Borrower agrees that the Cash Deposit shall be held or designated so as to be under the control of the Bank for all purposes of the Financial Collateral Regulations.

12. Power of attorney

- 12.1 The Borrower irrevocably appoints, by way of security the Bank and each person deriving title from the Bank jointly and severally to be its attorney (with full power to appoint substitutes and to sub-delegate) for it, in its name, on its behalf and as its act and deed or otherwise to sign or execute any deed or document or do any act or thing which the Borrower is, or may become, obliged to sign, execute or do pursuant to this Charge or which the Bank or any person deriving title from the Bank may in the discretion of such person think fit in connection with the exercise of any of the powers of such person or the realisation of any security constituted by this Charge.
- 12.2 Without prejudice to the generality of the foregoing, the Borrower unconditionally undertakes to the Bank, and separately to each person deriving title from the Bank that it shall ratify and confirm anything done or purported to be done by any attorney appointed pursuant to this clause.

13. Cumulative and continuing security

- 13.1 This Charge is a continuing security to the Bank regardless of any intermediate payment or discharge of the whole or any part of the Secured Liabilities and will not be prejudiced or affected by any act, omission or circumstance which, but for this clause, might affect or diminish its effectiveness.
- 13.2 The security constituted by this Charge is in addition to, is not in substitution for, is without prejudice to, and does not merge with, any rights whatsoever which the Bank may have, whether in respect of the Secured Liabilities or otherwise, including, without limitation, any rights arising under any other Security Interest, any bill, note, guarantee, contract or applicable rule of law.
- 13.3 Any receipt, release or discharge of the security constituted by, or of any liability arising under, this Charge shall not release or discharge the Borrower from any liability which may exist independently of this Charge to the Bank.
- 13.4 Where the security constituted by this Charge initially takes effect as a collateral or further security to any other Security Interest held by the Bank then, notwithstanding any receipt, release or discharge given in respect of such other Security Interest, this Charge shall take effect as an independent security for any monies, liabilities or other sums secured by such other Security Interest.

14. Avoidance of payments

- 14.1 No assurance, security or payment which may be avoided under the law or subject to an order of the court made under any law relating to bankruptcy, insolvency, administration or winding-up, including, without limitation, the Insolvency Act, and no release, settlement or discharge given or made by the Bank on the faith of any such assurance, security or payment, prejudices or affects the right of the Bank:
- (a) to recover any monies from the Borrower (including, without limitation, any monies which it is compelled to refund under Part VI of the Insolvency Act and any costs payable by it incurred in connection with such process); or
- (b) to enforce the security constituted by this Charge to the full extent of the Secured Liabilities.

14.2 The Bank may at its discretion retain the security so created as security for the Secured Liabilities for a period of one month plus any statutory period within which any such assurance, security or payment can be avoided or invalidated notwithstanding any release, settlement, discharge or arrangement given or made by the Bank.

14.3 If at any time within the period referred to in clause 14.2 any person takes any step whatsoever relating to (i) the winding-up or administration of the Borrower; or (ii) any arrangement with the creditors of the Borrower, the Bank may retain the whole or any part of the security constituted by this Charge for such further period as the Bank may in its discretion think fit. Such security will be deemed to have been held and remained held by the Bank as security for the payment to the Bank of the Secured Liabilities.

15. Prior charges

15.1 If there subsists any prior Security Interest against the Cash Deposit and either, any step is taken to exercise any power or remedy conferred by such Security Interest or the Bank or the Receiver exercises any power of sale pursuant to this Charge, the Bank may redeem such prior Security Interest or procure the transfer of such Security Interest to itself and may settle and pass the accounts of the person entitled to such Security Interest. Any accounts so settled and passed are conclusive and binding on the Borrower.

15.2 The Borrower shall reimburse the Bank for any costs incurred by the Bank in exercise of its rights under this clause.

16. Opening a new account

16.1 If the Bank receives notice of any subsequent Security Interest affecting the Cash Deposit, the Bank may open a new account for the Borrower in its books.

16.2 If the Bank does not open such new account, then, unless the Bank gives express written notice to the contrary to the Borrower, all payments by or on behalf of the Borrower to the Bank will be treated as from the time of receipt of notice of such subsequent Security Interest by the Bank as having been credited to a new account of the Borrower and not as having been applied in reduction of the amount of the Secured Liabilities as at the time when the notice was received.

17. Suspense account

The Bank may, in its discretion credit to any suspense or impersonal account and hold in such account, on such terms as the Bank may in its discretion think fit, all monies received, recovered or realised by the Bank pursuant to this Charge (including, without limitation, the proceeds of any conversion of currency) pending the application from time to time (as the Bank may effect in its discretion) of such monies and accrued interest, if any, in or towards satisfaction of the Secured Liabilities.

18. Payments and withholding taxes

The Borrower shall pay and discharge the Secured Liabilities without any set-off, counterclaim, restriction or condition, without regard to any equities between the Borrower and the Bank and free and clear of, and without deduction or withholding for, or on account of, any Taxes, except to the extent that the Borrower is required by law to deduct or withhold any Taxes on any amounts payable under this Charge, in which case it shall pay to the Bank such additional amount as may be necessary in order to ensure that the net amount received by the Bank after the required deduction or withholding (including, without limitation, any required deduction or withholding on such additional amount) be equal to the amount that the Bank would have received had no such deduction or withholding been made. Any additional amount paid under this clause shall be treated as agreed compensation and not as interest.

19. Currency

- 19.1 All monies received or held by the Bank in respect of the Secured Liabilities may, from time to time after demand has been made, be converted into such other currency as the Bank in its absolute discretion considers necessary or desirable to cover the obligations and liabilities actual or contingent of the Borrower in that other currency at the Exchange Rate for purchasing that other currency with the existing currency.
- 19.2 If and to the extent that the Borrower fails to pay the amount due on demand the Bank may in its absolute discretion without notice to the Borrower purchase at any time thereafter so much of any currency as the Bank considers necessary or desirable to cover the obligations and liabilities of the Borrower in such currency hereby secured at the Exchange Rate for purchasing such currency with sterling and the Borrower hereby agrees to indemnify the Bank against the full sterling cost incurred by the Bank for such purchase.
- 19.3 The Bank shall not be liable to the Borrower for any loss resulting from any fluctuation in exchange rates before or after the exercise of the foregoing powers.
- 19.4 No payment to the Bank (whether under any judgment or court order or otherwise) shall discharge the obligation or liability of the Borrower in respect of which it was made unless and until the Bank shall have received payment in full in the currency in which such obligation or liability was incurred and to the extent that the amount of any such payment shall, on actual conversion into such currency, fall short of such obligation or liability actual or contingent expressed in that currency the Bank shall have a further separate cause of action against the Borrower, shall be entitled to enforce the security constituted by this Charge to recover the amount of the shortfall and such amount will bear interest in accordance with clause 3 (Interest) from the date of payment by the Bank until the date of reimbursement.

20. Set-off

The Borrower agrees the Bank may at any time without notice or further demand notwithstanding any settlement of account or other matter whatsoever, combine or consolidate all or any of its then existing accounts wherever situate including the Deposit Account and any accounts in the name of the Bank or of the Borrower jointly with others (whether current, deposit, loan or of any other nature whatsoever whether subject to notice or not and whether in sterling or in any other currency) and set-off or transfer any sum standing to the credit of any one or more such accounts in or towards satisfaction of the Secured Liabilities. Where such combination, set-off or transfer requires the conversion of one currency into another, such conversion shall be calculated at the Exchange Rate for purchasing the currency for which the Borrower is liable, with the existing currency.

21. Assignment

- 21.1 The Bank may assign, transfer, novate or dispose of any of, or any interest in, its rights and obligations under this Charge, without regard to any equities between the Borrower and the Bank and without the consent of the Borrower.
- 21.2 The Bank may disclose to any person with whom it is proposing to enter into (or has entered into) any kind of assignment, transfer, novation or disposal in relation to this Charge any information concerning the Borrower and its Subsidiaries (if any) as the Bank may in its discretion think fit.
- 21.3 The Borrower may not assign, transfer, novate or dispose of any of, or any interest in, its rights and obligations under this Charge.

22. Waivers

No failure or delay or other relaxation or indulgence on the part of the Bank to exercise any power, right or remedy shall operate as a waiver thereof nor shall any single or partial

exercise or waiver of any power, right or remedy preclude its further exercise or the exercise of any other power, right or remedy.

23. Severability

Each of the provisions of this Charge is distinct and severable from the others and if at any time one or more of such provisions is or becomes illegal, invalid or unenforceable the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

24. Notices

24.1 Each party may give any notice, demand or other communication under or in connection with this Charge by letter, fax or comparable means of communication addressed to the other party at the address identified with its name below. Any such communication will be deemed to be given as follows:

- (a) if personally delivered, at the time of delivery;
- (b) if by letter, at noon on the Business Day following the day such letter was posted (or in the case of airmail, seven days after the envelope containing the same was delivered into the custody of the postal authorities); and
- (c) if by fax transmission or comparable means of communication during the business hours of the addressee then on the day of transmission, otherwise on the next following Business Day.

24.2 In proving such service it shall be sufficient to prove that personal delivery was made or that such letter was properly stamped first class, addressed and delivered to the postal authorities or in the case of fax transmission or other comparable means of communication, that a confirming hard copy was provided promptly after transmission.

25. Law and jurisdiction

25.1 This Charge and any dispute, controversy, proceedings, claim or obligation of whatever nature arising out of or in any way relating to it, its subject matter or formation (whether contractual or non-contractual) is governed by and shall be construed in accordance with English law.

25.2 The Borrower agrees that any legal action or proceedings arising out of or in connection with this Charge against the Borrower or any of its assets may be brought in the High Court of Justice in England.

25.3 The submission to such jurisdiction shall not (and shall not be construed so as to) limit the right of the Bank to take proceedings against the Borrower in whatsoever jurisdictions it thinks fit, nor shall the taking of proceedings in any one or more jurisdiction preclude the taking of proceedings in any other jurisdiction, whether concurrently or not. The Borrower waives objection to such Court on the grounds of inconvenient forum or otherwise as regards proceedings in connection with this Charge and agrees that the judgment or order of such Court in connection with this Charge is conclusive and binding on it and may be enforced against it in the courts of any other jurisdiction.

26. Counterparts and delivery

26.1 This Charge may be executed in any number of counterparts, by any of the signatories of any of the parties, on separate counterparts, each of which is an original, and which together constitute one and the same document.

26.2 If this Charge is executed in more than one counterpart, this Charge is deemed to be delivered and has effect when:

26.3 each party other than the Bank has executed a counterpart of this Charge;

(a) each party other than the Bank has handed over such counterpart to one of the other parties to this Charge; and

(b) each of the counterparts has been dated.

26.4 If this Charge is not executed in more than one counterpart, this Charge is deemed to be delivered and has effect when each party other than the Bank has executed this Charge and this Charge has been dated.

26.5 The execution (whether under hand or as a deed) or sealing of this Charge by or on behalf of a party constitutes an authority to the solicitors or legal counsel acting for that party in connection with this Charge, or any agent or employee of such solicitors or legal counsel, to deliver it as a deed on behalf of that party.

26.6 Each party to this Charge agrees to be bound by this Charge despite the fact that any other person which was intended to execute or to be bound does not do so or is not effectually bound and despite the fact that any Security Interest contained in this Charge is terminated or becomes invalid or unenforceable against any other person whether or not such termination, invalidity or unenforceability is known to the Bank.

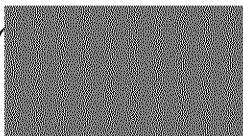
27. Third party rights

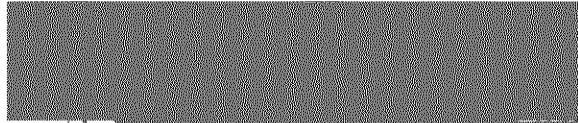

Unless expressly provided in this Charge, no term of this Charge is enforceable pursuant to the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to it.

In witness whereof this Charge has been executed and delivered as a deed on the date written at the beginning of this Charge.

Executed and Delivered as a Deed
for and on behalf of
Ingenious Media Holdings PLC
by:

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V/


Director

~~Director/Secretary~~

Notice Details:

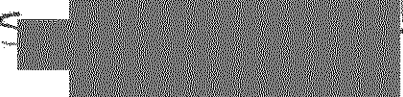
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Executed and Delivered as a Deed
for and on behalf of
Santander UK plc
by:

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Director

Director/Secretary

Notice Details:

Address:

Fax No:

Telephone No:

Attention:

Executed and Delivered as a Deed
for and on behalf of
Ingenious Media Holdings PLC
by:

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Director

Director/Secretary

Notice Details:

Address:

Fax No:

Telephone No:

Attention:

Executed and Delivered as a Deed
for and on behalf of
Santander UK plc
by:

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Director

Director/Secretary

Notice Details:

Address:

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Telephone No:

Attention: